IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

Suit No. 3338 of 2005

1. Jitendra A.Shah
and another ..Plaintiffs

vs.

Renuka Dinesh Parikh ..Defendant

Ms.Poonam Save i/s M/s S.Ashwinkumar and Co. for plaintiffs.

Ms.Deepali Thakor i/b Rustomji & Ginwala for defendants.

CORAM: S.C.DHARMADHIKARI J
14th September,2007

P.C.

1. The suit has been filed by the plaintiffs for the decree and order against the defendant in the sum of Rs.2,05,37,450/- as per the particulars of claim and a declaration is sought that the same is secured by the deed of mortgage dated 25th November, 2002. The other reliefs are based upon and in furtherence of the said mortgage.

2. The learned Advocates appearing for the plaintiffs and the defendant state that as a result of prolonged negotiations and talks they have agreed to settle their dispute amicably. In such circumstances, the consent terms are drawn in writing which have been duly signed by the parties as well as their Advocates. The said consent terms provide that a sum of Rs.1,60,00,000/- being handed over by the defendant to the plaintiffs, they

agreed to accept the same in full and final settlement of their claim in the suit. The claim of another H.U.F. mentioned in clause (2) of the consent terms also stands settled by the said payment. They have also released the security and mortgage. Hence, the deed of mortgage dated 25th November, 2002 stands cancelled by consent of parties and the parties thereunder stand discharged from the respective obligations. The demand promissory notes are also handed over back and all claims thereunder are treated as settled. The Promissory Notes have been handed in duly cancelled. Now, both H.U.F. assure that all persons claiming either by themselves or more particularly set out in clause (5) will not make any claim in respect of the four flats, details of which are set out in clauses 3 and 5 so also 6 of the consent terms. The defendant can deal with these flats as her exclusive property. The consent terms have been duly explained to the parties and they have accepted the same. Kartas of the respective HUFs have also agreed to accept the settlement. The consent terms are signed willingly and without any pressure or force by the parties. They are, therefore, taken on record and marked as "X" for identification. The order in terms of the consent terms at X. Refund of court fees as per rules. No order as to costs.

(S.C.DHARMADHIKARI J.)